



End-user Support Services

End-user Support services are provided by SIA's assigned personnel during regular business hours: Monday to Friday from 08:00 to 12:00 and from 13:00 to 17:00 EST, with the exception of legal holidays. Extra fees apply for services requested or provided outside of regular business hours (including standby services).

Calls are charged in 15-minute increments, with a minimum fee of one half-hour per call and four hours per on-site visit (including travel time during regular business hours). Normally, prior approval to resolve problems or perform work as a result of a service call is requested from the customer only when the estimated effort is expected to exceed two hours.

Bank of Hours Services

Bank of hours services are provided on a time and materials basis at contract rates and must be prepaid in increments of 30-50 hours (or more) at a time, along with applicable taxes. The customer receives a monthly statement detailing activity for the period (hours purchased and work performed) and the month-end balance of hours.

Bank of hours services terminate when all the hours of the bank of hours have been used. A notice is sent to the customer when seventy-five percent (75%) of the purchased hours have been consumed, providing sufficient time to customers to purchase additional hours as may be required for the current year without any interruption of service. Unused hours automatically expire 12 months after they have been purchased. No adjustment will be made to service charges if such adjustments are requested more than 30 calendar days following the date that the services were provided or recorded in the bank of hours monthly usage statement.

On-Request Services

End-user support and other on-request services are provided on a time and materials basis at standard rates, invoiced bi-weekly along with applicable taxes. All fees are payable in full immediately upon receipt of invoice. Amounts outstanding for a period of more than 30 days will result in an immediate interruption of service.

Additional Fees and Expenses

All expenses directly related to providing technical services will be charged to the customer including, but not limited to, long distance phone calls, the cost of supplies and accessories, travel expenses (airfare, hotel accommodations, car rental, etc.), repairs and deliveries. Supporting documentation and receipts will be provided upon request. SIA service consultants charge travel expenses for automobile usage to the customer at the rate of \$0.35/km. Travel, lodging and meal arrangements may be made and paid for directly by clients at their discretion. Administrative and clerical service fees will be charged to the client at the rate of \$45.00 per hour in accordance with the selected option. All charges will be subject to applicable taxes.

Definitions

- **Strategic Consultants** – provide consulting services including business value and executive solution assessments, ProFocus enterprise planning workshops, consulting for On Demand Business and On Demand operating environments, workflow automation and business performance management.
- **Project Managers** – provides consulting services for project planning and scheduling, project management and systems management.
- **Education Specialists** – assist with the organizational development of workflow processes as well as the assimilation of new processes and technologies by the customer's end-user and IT personnel, including assistance during the transition period that follows the deployment of new processes, technologies or systems.
- **System Architects** – design, build and deploy business integrated technology solutions.
- **System Engineers and Developers** – install, configure, develop, integrate and support the various products and services offered by SIA.
- **Service call** – any service demand executed by courier, telephone communication, fax, electronic form or other electronic correspondence to SIA or any of its employees.
- **Year** – a time period consisting of twelve (12) consecutive calendar months.

General Terms and Conditions

Confidential Information. In connection with this agreement, each party may encounter, be given access to, or be entrusted with certain confidential information concerning the products, processes, know-how, trade secrets, inventions, developments and equipment used, developed or sold by the other party, its affiliates, its subsidiaries or any of its customers or any person, firm, or corporation with whom it, or its affiliates, or its subsidiaries has business relations. Confidential information shall also include any information which is marked or otherwise identified by either party as being proprietary or confidential to that party or to some other person, and shall further include any information which the other party should reasonably perceive as being confidential by its nature or by the circumstances of its use, access or safekeeping.

Confidential information shall be held by each party in strict confidence and trust on behalf of the other. Except with the prior written consent of the discloser, neither party will at any time disclose any such confidential information to any person not in their employ, nor shall they use the same for any purpose other than as may be expressly authorized by the discloser. These restrictions on the disclosure and use of confidential information shall apply to each party, its employees and agents, for the duration of this Agreement and thereafter for a period of five years.

Nothing in this agreement shall prohibit or limit either party's use of information (i) previously known to it without obligation of confidence; (ii) independently developed by it; (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information; or (iv) which is or becomes publicly available through no breach of this agreement.

At customer's request upon the termination of this agreement, SIA will return to the customer all papers, documents, books, CD-ROMs, diskettes, tapes and other media of any kind which contain or embody any confidential information as defined above, and SIA will not retain any copies or reproductions thereof, in whole or in part. At customer's request, SIA will also return other items, documents, materials and software belonging to the customer which may be in its possession and will ensure that its employees execute the above-mentioned obligations.

Each party shall promptly advise the other of any subpoena or other validly issued administrative or judicial process requesting confidential information of the other party. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or process to the extent permitted by law.

Termination. Other than the completion, termination or expiration of Bank of Hours services, as described above, either party may end this agreement:

- For any reason upon thirty (30) days prior written notice to the other party. For Bank of Hours services, SIA will reimburse the customer by cheque for the balance of unused and unexpired hours within ten (10) days following receipt of this notice. For hourly services, the customer agrees to pay SIA's reasonable charges for work performed and any applicable expenses incurred up to the date this agreement is ended; or
- At any time, if the other does not comply with any of its terms, provided the one who is not complying is given reasonable written notice and reasonable time to comply. Any rights and obligations under this agreement, which by their nature continue after it ends, will remain in effect until they are completed.

Interruption of Service. Support Services are available only in conjunction with an active SIA Spirit Software Code Access Agreement, which requires (i) the Spirit Code Access Fee to be paid in advance on a quarterly basis, and (ii) all accounts payable balances to be current. Support Services will be halted should Licensee withhold payment of the quarterly SIA Spirit Code Access Fee or if accounts payable balances become overdue. However, coverage may be reinstated through payment via certified cheque for all outstanding balances plus a reinstatement fee equal to 12 months of SIA Spirit Code Access Fee charges in addition to prepayment for the current quarter. To re-establish service coverage with SIA, customers will also need to prepay for services via a prepaid Bank of Hours before support services will recommence.

Non-solicitation. For the period of this agreement and for a twelve (12) month period following the termination of this agreement, the customer will refrain from either directly or indirectly soliciting any SIA employee to leave his or her employment. The customer will further refrain from hiring or employing, directly or indirectly, any SIA employee for a period of twelve (12) months following the termination of their employment at SIA. SIA shall have the right to obtain an injunction and take any action in damages to enforce this provision. In the event that the customer hires an SIA employee, the customer will pay to SIA an indemnity equal to six (6) months salary of the employee that was hired.

Proprietary Materials. In the course of executing this agreement, SIA may use (and may authorize the customer's internal and external resources to use, in the performance of customer responsibilities) proprietary materials, tools and methodologies (hereinafter "Proprietary Materials") which will be identified by SIA. These Proprietary Materials are SIA or the respective 3rd party vendor's Confidential Information. The customer shall have no rights in such Proprietary Materials other than (i) to use them as authorized by SIA or the 3rd party vendor from time to time solely for internal business purposes of performing customer responsibilities; or (ii) pursuant to the vendors' standard licenses for such product(s) or service(s).

Limitation of Liability. Except in the event of gross negligence or willful misconduct by SIA (in which case SIA agrees to indemnify the customer for damages and loss), SIA's maximum liability relating to services rendered under this agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the service fees and expenses to be paid to SIA under the agreement. In no event shall SIA be liable for consequential, special, incidental or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.), even if aware of their possible existence.

Successors and Assigns. Neither party will assign their rights or delegate or subcontract their duties under this Agreement to third parties or Affiliates without the prior written consent of the other party, such consent not to be withheld unreasonably, except that either party may assign this Agreement in conjunction with the sale of a substantial part of its business utilizing this Agreement. Any unauthorized assignment of this Agreement is void. The provisions of this Agreement shall ensure to the benefit of the parties hereto and their successors and assigns, and shall be binding on them.

Freedom of Action. This Agreement is nonexclusive and either party may design, develop, manufacture, acquire or market competitive products or services.

Force Majeure. Neither party will be in default or liable for any delay or failure to comply with this Agreement due to any act beyond the control of the affected party, excluding labor disputes, provided such party immediately notifies the other.

Severability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement. The parties agree to negotiate, in good faith, a substitute provision after receiving notice from the other party of the invalidity of the original provision.

Survival. The provisions set forth in the following Sections and Subsections of this Agreement will survive after termination or expiration of this Agreement and will remain in effect until fulfilled: "Confidential Information", "Proprietary Materials" and "Limitation of Liability".

Jurisdiction. This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Unless otherwise provided by local law without the possibility of contractual waiver or limitation, any legal or other action related to a breach of this Agreement must be commenced no later than two (2) years from the date on which the cause of action arose.